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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT, RATIFICATION, REINSTATEMENT, AND
MEMORANDUM OF OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

THIS AMENDMENT, RATIFICATION, REINSTATEMENT, AND MEMORANDUM OF OIL, GAS AND MINERAL LEASE (this "Amendment") is executed as of the date set forth below by the undersigned lessor(s) ("Lessor", whether one or more) for the benefit of **GLENCREST RESOURCES, LLC**, a Texas limited liability company (hereafter called "Lessee"), whose address is 2016 Evans Avenue, Fort Worth, Texas 76104 who agrees to be bound hereby by its acceptance of this instrument and the payment of the below-described consideration, and to amend that certain Oil, Gas and Mineral Lease by and between Lessor and Lessee (as amended hereby and from time to time, the "Lease"), and to provide a recordable Memorandum of the Lease, and to ratify and, if necessary, reinstate the Lease. All capitalized terms used herein not otherwise defined shall have the meaning set forth in the Lease.

For Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are acknowledged by Lessor, Lessor and Lessee agree as follows.

1. **Primary Term.** The Primary Term of the Lease is hereby extended to a period of five (5) years from the date of this Amendment set forth below.

2. **Ratification and Reinstatement.** The Lease, as amended, is hereby ratified in all respects and, to the extent the Lease may have lapsed, terminated or otherwise no longer be in full force and effect for any reason whatsoever, the Lease is hereby reinstated for all purposes on the terms hereof. Lessor hereby disclaims, releases, and holds Lessee harmless from any and all claims, damages, penalties, judgments, liabilities, losses or expenses that Lessor has or may have with respect to the existence or validity of the Lease or Lessee's rights thereunder arising prior to the date of this Amendment. Lessor hereby represents and warrants unto Lessee that, other than the Lease and this Amendment, Lessor has not granted, executed or entered into any other lease, top lease, or other instrument or agreement of any kind whatsoever concerning or affecting the mineral estate underlying the Land, and acknowledges that Lessee is relying on this representation in electing to accept this Amendment.

3. **Grant.** The undersigned, being all of the lessors under the Lease, for the considerations hereinabove recited, do hereby GRANT, LEASE, LET and DEMISE unto Lessee the Land described in the Lease and further described as:

*Lot 15, Block 17 of the Ryan Southeast Addition
City of Ft. Worth as shown on the Plat recorded at
Volume 388, Page 7, Plat Records, Tarrant County, Texas*

(the "Land"), for the purposes set out in the Lease, all in accordance with the terms and provisions of the Lease as the same is amended hereby and from time to time. The Land has been heretofore given, granted, leased, let and demised to Lessee for the purposes of investigating, exploring, prospecting, drilling and mining for, and producing and storing oil, gas and other minerals, to produce, save, take care of, treat, store, transport and own said materials, resources and products, and to inject gas, water and other fluids, and air into the subsurface strata underlying the Land.

4. **Operations.** For the purposes of the Lease, the term "operations" as utilized in the Lease means activities related to any well or wells situated on tracts pooled or unitized with the Land, and shall include, but not be limited to, access and site preparation, drilling, re-drilling, setting casing, perforating, artificially stimulating, deepening, plugging back, testing, re-testing, completing, re-completing, re-entering, working-over, re-working, equipping, re-equipping, operating, repairing the well or its production equipment, replacing production equipment, and any like or similar operations performed by Lessee, or caused to be performed by Lessee, its successors and assigns, in search for or in an endeavor to obtain production of oil, gas and other minerals, and the production of oil, gas, or other minerals, whether or not in paying quantities.

5. **Subsurface Easement.** Lessor hereby grants exclusively unto Lessee and its successors and assigns such rights-of-way, easements, and servitudes in and through the subsurface of the Land, at depths of not less than two hundred feet (200') beneath the surface, as Lessee or its successors and assigns may from time to time desire for drilling well boreholes from surface locations not located on the Land and for casing and otherwise completing, maintaining, operating and producing such wells and using the same for producing from a well or wells located on another tract or tracts, whether or not unitized with the Land, such rights-of-way, easements, and servitudes to continue for the duration of the Lease and thereafter as hereinafter provided. If Lessee shall assign to any third party or parties rights granted to Lessee under this paragraph, the rights of Lessee shall not thereby be diminished, but in such event both Lessee and its assignee shall have, hold, and enjoy said rights each independently of the other. The rights of Lessee and of each assignee of Lessee under this paragraph shall continue after the

expiration, surrender, forfeiture, or other termination of the Lease for a period of twenty (20) years from the date of the Lease and so long thereafter as oil, gas or other hydrocarbon substances are produced by means of any such well and so long thereafter as drilling, re-drilling, remedial or secondary recovery operations are being conducted with respect to any such well, whichever period is the longer. During the term of the Lease, Lessor shall not grant any rights of way, easements or servitudes in and to the Land with respect to the drilling for or the production of oil, gas and other hydrocarbon substances to any other person, firm or corporation without the prior written consent of Lessee.

6. **Regulation and Delay.** Lessee's obligations under the Lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. Lessor hereby agrees that, in the event Lessee deems it necessary to seek a variance, waiver or other relief from any laws, rules, regulations, or orders (which for purposes of this paragraph shall include any ordinance) or other such authority exercised by (i) the City of Fort Worth (or any other municipality with jurisdiction over the Land or the Lease), including but not limited to the well setback distance for gas drilling and production, or (ii) any other governmental or quasi-governmental entity or authority having jurisdiction affecting the Lease or the parties hereto, then Lessor shall engage in such reasonable acts and execute and deliver such instruments and documents Lessee deems necessary or convenient in seeking such relief. In the event Lessee is required by such authority to acquire Lessor's consent as a prerequisite to obtain such variance, waiver or other relief, Lessor hereby grants to Lessee, and agrees that Lessee's leasehold estate acquired hereunder includes, the right to utilize this Lease as Lessor's consent and ratification of any subsequent variance, waiver or other relief Lessee seeks, without the necessity of Lessee obtaining any additional or subsequent consent(s) from Lessor. Lessor furthermore agrees not to execute documents or instruments or engage in acts that would or may diminish or adversely affect the relief Lessee is seeking. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, the Lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of the Lease when drilling, completion, production or other operations are so prevented or delayed.

7. **Option.** Lessor, for itself and its successors and assigns, hereby grants Lessee an option to extend the Primary Term of the Lease for an additional five (5) years from the end of the Primary Term, which may be exercised by paying or tendering to Lessor, prior to the end of the Primary Term, an amount equal to the bonus consideration given for the Lease. If such option is exercised, the Lease shall continue for the additional period on the same terms and conditions then applicable to the Lease.

8. **Successors and Assigns.** The terms, provisions, rights, benefits and obligations of the Lease shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties to this Lease.

9. **Memorandum.** This Amendment may be recorded by Lessee as a memorandum of the Lease in the official property records of the county or counties in which the Land is situated.

10. **Multiple Counterparts.** This instrument may be executed in multiple counterparts, each of which shall be deemed an original of but one and the same instrument. This instrument shall be deemed effective as to all who execute the same, regardless of whether it is executed by all parties owning an interest in and to the oil, gas and other minerals in and under or that may be produced from any part of the Land covered by the Lease.

IN WITNESS WHEREOF, this instrument has been executed as of the following date, to be effective as of the date of the Lease.

Date: Jan 21, 2008

LESSOR:

Signed: X Ola Downs

Name: Ola Downs

Signed: _____

Name: _____

ADDRESS:

1256 E. Mulkey
Ft. Worth, TX 76104

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Before me, the undersigned authority, on this day personally appeared Ola Downs, known to me to be the person(s) whose

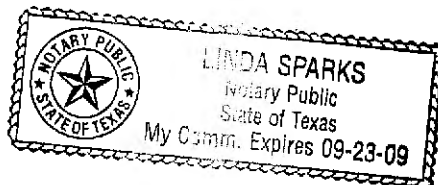
is 21 day of June, 2008.

Linda Spaul

My Commission Expires: _____

David Drumm, Esq.

Carrington, Coleman, Sloman & Blumenthal, LLP
901 Main Street, Suite 5500
Dallas, TX 75202





CARRINGTON COLEMAN SLOMAN & BLUMEN
901 MAIN ST STE 5500

DALLAS TX 75202

Submitter: GLENCREST RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 08/05/2008 08:01 AM
Instrument #: D208303270
LSE 4 PGS \$24.00

By: _____



D208303270

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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